

U.S. Department of Agriculture
Agricultural Research Service

**MEMORANDUM OF UNDERSTANDING BETWEEN NON-CITIZEN ASSOCIATE AND THE AGRICULTURAL
RESEARCH SERVICE**

1. NAME OF NON-CITIZEN	2. PRESENT CITIZENSHIP/PERMANENT RESIDENT
3. EFFECTIVE DATES OF AGGREETMENT FROM: TO:	5. FACILITY (Name and address)
4. AREA	
6. DESCRIPTION OF PROJECT	

7. NAME OF FOREIGN SPONSORING ORGANIZATION (if applicable)
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This agreement is entered into between the Non-Citizen Associate, indicated in item 1 above, and the Agricultural Research Service, U.S. Department of Agriculture, hereinafter called the Foreign Visiting Scientist and ARS respectively.

Check the appropriate box:

- ☐ **Funded by Associate. The Associate agrees:**
- To provide for payment of all travel, living, accident and health insurance, and other incidental personal expenses.
 - To be governed by the rules and regulations of USDA and ARS, including hours of work, conduct, and dissemination of information, use of facilities, and observe all ARS safety rules to avoid accidents, personal injuries and damage to property.
 - To prepare periodic and final reports on the collaborative project as required.
 - To cooperate in the preparation and execution of all papers requisite in the prosecution of any patent application for any invention resulting from this work of which the Associate has a part.

- ☐ **Funded by USDA. USDA agrees:**
- To provide funding for travel, living, accident and health insurance, and/or other incidental personal expenses as mutually agreed upon. Should Federal funds be used, they shall be expended in accordance with USDA regulations.
 - To provide such supervision, guidance, working facilities, equipment and supplies as deemed necessary for the project.

It is mutually agreed:

- That the Associate shall not be considered an employee of ARS.
- Publication of the results of the research under this agreement may be made by ARS, or by ARS and the Associate as mutually agreed upon.
- All rights to inventions in which the Associate has a part shall be assigned to USDA unless agreed otherwise in writing by the Assistant Administrator, Office of Technology Transfer.
- No Member or Delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.
- This agreement shall be effective for the dates shown above, unless otherwise legally altered. Intellectual property rights survive this agreement.

8. CONCURRENCE OF SPONSOR (if applicable)			
SPONSOR NAME		SIGNATURE	DATE
9. FOREIGN VISITING SCIENTIST (to be signed in the U.S.)			
ASSOCIATE NAME		SIGNATURE	DATE
10. AUTHORIZED ARS REPRESENTATIVE			
NAME OF AUTHORIZED ARS REPRESENTATIVE		TITLE	SIGNATURE
			DATE